

Applicants respectfully traverse the Examiner's rejection of pending claims 1-4 for the reasons provided below. Accordingly, Applicants submit that pending claims 1-4 are in allowable form.

Robinson et al. and Crater et al. do not disclose the claimed "two-dimensional representation" either independently or together

With respect to the pending claims, the Examiner alleges that

Robinson discloses a host system (100), first account (#130, i.e. businesses), the first and second users (#120 the customers who want to use the website for personal reasons), and a network that connects the gallery accounts to the users (#110, #116). The users (#120) have access to the web server (100) and the gallery accounts (#130) via web application software (such as Internet Explorer or Firefox). The web server, account managers and users can transmit information back and forth through "conventional means" as disclosed in ¶0021. The businesses can customize their virtual accounts with a "drag and drop" applications [sic] (¶0091), customers can request qualified access to these environments (see ¶0036), and can interact with the businesses through a web browser (see ¶0003 & ¶0019 & ¶0021) and with each other through the virtual environment (¶0034, lines 5-6). When the users (#120) create an account with the three-dimensional environment service (set up business #130), a personal kernel is placed on the users (#120) system. The personal kernel is a data-mining tool that keeps a registry of downloads, a user profiles [sic], buying patterns, searches (i.e. personal information; see ¶0078, lines 57-74)

The phrase "size" can be viewed in two different ways. The first would be that the virtual items (such as a desk) take up "3D space" within a user's environment. Robinson discloses this type of "size" by teaching that the users can fill up their "virtual rooms" with furniture. (See ¶0036). The second way of defining "size" would be that the "items" use a particular amount of memory. It should be appreciated that file sizes are measured in Megabytes and depending on compression methods and file formats a megabyte of data can hold various amounts of information for a plurality of applications (i.e. books, images, or music.) Robinson's "items" therefore have a specific file size, which is measured by the amount of information stored therein.

Robinson disclose [sic] that the three dimensional environment is not required for viewing the content of each account. Instead the three dimensional environment is only an option for users (#120, see also ¶0079). Robinson discloses that a user (#120) may access an account (e-group.com) navigate to a particular are [sic] of interest and then have the option ("may") of activating a 3D version of the e-community database. It should be appreciated that the galley [sic] account (i.e. e-groups.com) need not be presented to the users in 3D.

(Office Action, pp. 2-4).

Applicants respectfully traverse the above characterization of Robinson et al. as disclosing, among other elements, the cited portions of the claim elements:¹

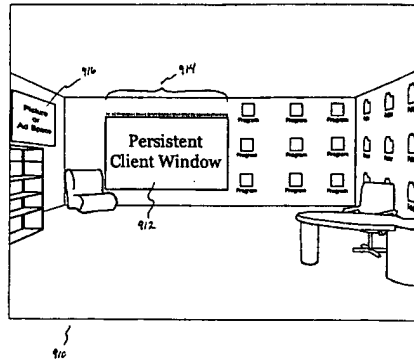
where the first gallery account in the read-only access mode is configured to allow access to at least two representations of the first gallery item and the gallery environment including a two-dimensional representation and a virtual reality representation.

Applicants note that the claim elements do not require simply that a user “may” access Robinson et al.’s “3D computing environment.” Rather, among other elements, the claims require that there be “at least two representations of the first gallery item and the gallery environment.” Robinson et al., however, is devoid of any teaching or disclosure of a “two-dimensional representation” of both “the first gallery item and the gallery environment” as claimed.

Specifically, Robinson et al., at most, teaches the advantages of introducing a 3D representation (including a so-called “3D computing environment,” e.g. ¶0028) *in place of* a “flat webpage” or a “flat application.” Applicants respectfully suggest that the Examiner appears to be reading Applicants positive recitation of a “two-dimensional representation” of the “first gallery item and the gallery environment” on a “flat webpage” or a “flat application,” both of which are devoid of the claimed “gallery environment,” either expressly or inherently. For example, Applicants note that Robinson et al. nowhere discloses the existence or use of a “two dimensional representation” of the “3D computing environment” relied upon by the Examiner, such as the existence or use of a “two-dimensional representation” of the “environment”

¹ As already acknowledged by the Examiner, and as Applicants agree, Robinson et al. does not disclose “that the users (#120) have the option of qualified and read-only access to the account.” (Office Action, p. 4). As will be addressed in more detail below by Applicants, the Examiner appears to rely upon Crater et al. for this teaching.

associated with the “Persistent Client Window”—the “3D computing environment” version of which is depicted in Robinson et al.’s FIG. 9:



Alternatively, Applicants respectfully suggest that the Examiner has adopted two different definitions for the same “gallery environment” in the same claim. For example, the Examiner may be reading “environment” to encompass “a 360°, 3-Dimensional room ‘inside’ of the monitor—a 3D computing environment” (Robinson et al., ¶0028) in one “representation,” and the complete lack of such a “room” (i.e., a conventional desktop) in another “representation.” Applicants respectfully suggest that such a reading is grammatically improper, and direct the Examiner’s attention to at least FIGS. 7, 8, 9, 11, 13, and 14, and the discussion beginning at, for example, page 10/line 18 and continuing through page 13/line 3 of the as-filed specification where “gallery environment 715” is disclosed as an exemplary environment. The disclosed exemplary environment includes a floor region 710, a wall region 705, etc.

Further still, Applicants respectfully traverse Examiner’s reliance upon Robinson et al. to the extent that the Examiner is relying upon one meaning of “size” (i.e., the amount of “‘3D space’ within a user’s environment,” p. 3 of Office Action) in one disclosed “environment,” and a different meaning of “size” (i.e., “Megabytes” or “amount of information stored therein,” p. 3 of Office Action) in a different, undisclosed, “environment.”

Again, Applicants respectfully suggest that such a dual-reading of “virtual size” in the same claim is grammatically improper, and direct the Examiner to the discussion in the as-filed specification at page 11/lines 17-20 where “height information 1025” and “width information 1020” are associated with an item added to “gallery environment 715” (see also FIG. 10). Moreover, Applicants remind the Examiner that the conventional meaning of term “virtual” in computer science is: “Created, simulated, or carried on by means of a computer or computer network” (*American Heritage Dictionary, Fourth Edition*, 2000, p. 1922) and the conventional meaning of “size” is “physical dimensions, proportions, magnitude, or extent of an object” (*American Heritage Dictionary, Fourth Edition*, 2000, p. 1629, emphasis added).

Further, in this regard, to the extent that the Examiner is relying upon the disclosure of a “conventional e-community database” in Robinson et al. as the claimed “two-dimensional representation” of both “the first gallery item and the gallery environment” as claimed, Applicants note that such disclosure is devoid of any suggestion, expressly or inherently, of the presence of a “gallery item” that is “characterized by at least a virtual size” as claimed.

For at least the above reasons, Applicants maintain that Robinson et al. is devoid of any teaching or disclosure of a “two-dimensional representation” of both “the first gallery item and the gallery environment” as claimed. Moreover, the disclosure of Crater et al. does not remedy this deficiency. Consequently, for at least the above reasons, Applicants submit that the rejection of claims 1-4 under 35 U.S.C. § 103(a) should be withdrawn.

There is no motivation to combine Robinson et al. with Crater et al.

Further still, Applicants submit, it is improper for the Examiner to alter the disclosure of Robinson et al. in a manner that fundamentally conflicts with its teachings when combining with

Crater et al. in order to support a rejection under 35 U.S.C. § 103(a). In this regard, at least, Applicants respectfully submit that both Robinson et al. and Crater et al. teach away from the invention as claimed in pending claims 1-4.

As stated earlier, the Examiner has acknowledged, and Applicants agree, that Robinson et al. does not disclose “that the users (#120) have the option of qualified and read-only access to the account.” (Office Action, p. 4). The Examiner appears to rely upon Crater et al. for this teaching:

Crater however discloses that security becomes particularly important if web pages allow client computers 50 to not only access data, but to modify it as well. For example, while “read-only” access to control data suffices to inform the client user of the state of a controlled machine or process, the user cannot, if limited to such access, influence the operation of the controller. It may prove desirable, therefore, to allow an appropriately authorized client to directly modify the control parameters (which may, for example, be stored on a restricted-access web page) that determine the operation of the controller and, hence, the controlled machine or process. (see Col. 8 lines 60+ to Col. 9 line 15).

(Office Action, p. 4).

In this regard, Applicants first note that the Crater et al. does not, in fact, teach the modification required by the claim and suggested by the Examiner. Specifically, the Examiner has acknowledged that Robinson et al. does not teach “read-only” access. (*See, for example, p. 2 of Office Action*: “customers can request qualified access to these environments (see ¶0036 [of Robinson et al.])”) Consequently, the Examiner appears to rely upon Crater et al. to teach that one should modify a “qualified-access” system to include both “qualified access” and “read-only access.” Crater et al., however, at most, teaches the exact opposite modification:

Security becomes particularly important if the controller-
65 based web pages allow client computer 50 not only to access
data, but to modify it as well. For example, while “read-
only” access to control data suffices to inform the client user

of the state of a controlled machine or process, the user cannot, if limited to such access, influence the operation of the controller. It may prove desirable, therefore, to allow an appropriately authorized client to directly modify control parameters (which may, for example, be stored on a restricted-access web page) that determine the operation of the controller and, hence, the controlled machine or process. Indeed, a controller-based applet invoked by the user's interaction with one of the controller's web pages can permit the remotely situated client user to operate the controller hardware—for example, causing the controller to execute a reset routine that restarts automated equipment following shutdown, or causing the controller to operate in a step-by-step fashion for diagnostic purposes.

(Crater et al. col. 8/line 64-col. 9/line 7.) That is, Crater et al., at most, teaches that one may modify a “read-only” system to “allow an appropriately authorized client to directly modify control parameters.” *Id.* Consequently, not only does Robinson et al. not disclose the use of “read only access,” Crater et al. teaches *away* from any existing use of “read-only access.” For at least this reason, Applicants submit that there is no motivation to combine Robinson et al. and Crater et al.

Further still, although the Examiner has relied upon Crater et al. for a teaching of “read-only access,” Applicants remind the Examiner that a proposed modification of a prior art teaching cannot render the prior art unsatisfactory for its intended use (see M.P.E.P. § 2143.01 (8th ed. 2001, Rev. Aug. 2005)). In this regard, Applicants respectfully submit that any proposed combination of Robinson et al. with Crater et al. in order to force even a subset of the claim elements reciting “read-only access” to read on the combination, renders the teachings of Robinson et al. unsatisfactory for its intended use. Specifically, Robinson et al. repeatedly emphasizes the ability of the user to modify any and all aspects of the displayed environment, including the launching of programs (all in a 3D computer environment *only*). In contrast, a proposed modification of Robinson et al. instituting read-only access in both “a two-dimensional

representation and a virtual reality representation,” as claimed, renders the disclosure of Robinson et al. unfit for its intended use. See, for example: (i) paragraph 0036 of Robinson et al. which discloses a furniture company website in a “3D environment” that may be fully manipulated by a customer; (ii) paragraph 0038 of Robinson et al. which discloses a toy company website in a “3D environment” that may be fully manipulated by a customer; and (iii) paragraph 47 of Robinson et al. which discloses a personal computer “desktop” which necessarily allows user manipulation. Applicants submit that one skilled in the art should appreciate that not only is the disclosure devoid of two representations of the “gallery item and the gallery environment” as claimed, but that instituting “read-only” access renders the furniture web site, the toy web site, or the computer desktop of Robinson et al. unfit for its intended use.

Accordingly, Applicants submit that not only does the combination of Robinson et al. and Crater et al. fail to disclose each and every element as claimed, Robinson et al. teaches against the presentation of a “gallery item” and a “gallery environment” in “read-only” mode in both a “two-dimensional representation” and a “virtual reality representation.” Accordingly, for at least these reasons, Applicants respectfully request the Examiner to withdraw the rejection of pending claims 1-4 under 35 USC § 103(a).

Further still, Applicants respectfully traverse the Examiner’s alleged basis for combining Robinson et al. and Crater et al. as arising from “allow[ing] the users to (1) access without altering the operations of the system and (2) access and directly modify the control parameters that determine the operations of the account.” (Office Action, pp. 4-5). Applicants respectfully submit that the Examiner’s restated understanding of the meanings of “read-only” access and “qualified” access in the same sentence as a basis for combining references Robinson et al. and

Crater et al. constitutes impermissible hindsight. Although the Examiner is permitted a variety of rationales to combine references, such as common knowledge in the art, scientific principles, art-recognized equivalents, or legal precedent, Applicants submit that the Examiner's restated understanding of the meanings of "read-only" access and "qualified" access in the same sentence is a subjective judgment of the Examiner's, and, in its present form, is impermissible as a basis for supporting a rejection under 35 U.S.C. § 103. (See, for example, M.P.E.P. § 2144 (8th ed. 2001, Rev. Aug. 2005)).


Accordingly, Applicants submit that claims 1-4 are in allowable form and respectfully request the timely allowance of all pending claims. In the event that there are questions regarding this response, or if the next action on the merits is not an allowance of all pending claims, Applicants respectfully request an interview with the Examiner

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

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